

HIDDEN LAKE CONDOMINIUM SATELLITE DISH AGREEMENT

This Satellite Dish Agreement (“Agreement”) is entered into between Hidden Lake Condominium Homeowners Association, Inc (“Association”) and the owner(s) of the following condominium unit:

Unit _____, in Building ____, as contained within the Hidden Lake Condominiums, a Utah Condominium Project, as the same is identified in the Records of Survey Map recorded in the Salt Lake County Recorders Office as Entry No. 2625962, in Book 74-5, at Page 94 of Plats, and in the Declaration of Covenants, Conditions and Restrictions for said project, recorded on May 31, 1974, as Entry No. 2625963, in Book 3599, at Page 455, of Official Records.

The name and address of the owner of this unit is located at the end of this Agreement and is referred to herein as “Unit Owner”.

RECITALS

WHEREAS, Unit Owner desires to install a satellite dish or antennae (hereinafter referred to as a “Dish”) on the condominium common area; and

WHEREAS, the installation of a Dish may cause damage to the common area and the Association is responsible for the repair and maintenance of all common area within the Association; and

WHEREAS, Unit Owner is willing to accept full responsibility for the repair of any damage to the Association’s common area caused by the installation of a Dish;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Each Unit Owner who installs or caused to be installed a Dish in the common area, or the Unit Owner who has purchased a unit from a previous Unit Owner who has not yet removed a Dish installed on common area, shall properly and fully repair all damage to the common area caused by the installation of the Dish at the time the Dish is removed or is no longer being used.
2. If a Unit Owner fails to remove a satellite dish that is no longer in use, or fails to properly repair damage to the common area caused by installation of the dish, the Association shall pay to have the dish removed and/or have the damage repaired. The Unit Owner who failed to make the repairs shall then be assessed the costs associated with making the repairs. All repairs to common area must be made by a licensed contractor. Unit Owners may not make the repairs.

3. Unit Owner agrees to indemnify and hold the Association harmless from any and all damages caused by or in any manner related to the installation of a Dish, including but not limited to leaks into a unit or common area caused by installation of the Dish. If the Association incurs any expense associated with the damage or repair of damage caused by the installation of a Dish, or is the Association retains an attorney to enforce this Agreement, with or without suit being filed, such amounts shall be assessed to the Unit Owner and shall be added to and become part of the assessment to which such unit is subject. The assessment must be paid by the Unit Owner in full within thirty (30) days of receipt of notice from the Association.

4. The parties agree that this Agreement may be recorded against Unit Owner's unit at the Salt Lake County Recorders Office and shall remain an encumbrance against the unit until the Dish is removed and any damages repaired and paid for. The owner or purchaser of a unit against which this Agreement has been recorded shall assume liability for the damages referred to herein until a release of this Agreement has been recorded by the Association.

DATED this ____ day of _____, 20__.

All title owners of the unit as listed at the Salt Lake County Recorder must sign this Agreement.

OWNER

OWNER

Address of Unit Owner(s): _____

HIDDEN LAKE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC

By: _____
 Its: President

STATE OF UTAH)
 :SS.
 COUNTY OF SALT LAKE)

On this ____ day of _____, 20__, personally appeared before me _____ and _____ who, being by me duly sworn, did say that they/s/he own the Unit referred to herein and duly acknowledged to me they/s/he executed this Agreement.

 Notary Public